

AG Contract No. KR02-2076TRN
ADOT ECS File No. JPA 02-145
Project: TEA 085-A(002)P
TRACS: H5696 01C
Section: M. P. 41.15 to 42.10
Pima County Contract No.:
01-04-A-132113-0403

INTERGOVERNMENTAL AGREEMENT

SIDEWALK MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AGREEMENT is entered into 19th May, 2003 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the PIMA County, acting by and through its Board of Supervisors, (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-511 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. It is to the mutual advantage of the State and the County to construct a sidewalk on the east side of the road within the right of way on SR 85 in Ajo from 4th Street (M.P. 41.15) to Malacate Street (M.P. 42.10), herein referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26003
Filed with the Secretary of State
Date Filed: 05/19/03

Janice K. Brewer
Secretary of State

By: Jimmy D. Hunsenwald

II. SCOPE OF WORK

1. The State will :

a. Upon concurrence of the plans, the State will call for bids and award one or more construction contracts for the Project, using federal and state funds, in an amount currently estimated at \$248,000.

b. Administer same and make all payments to the contractors. Be responsible for any contractor claims for extra compensation due to delays attributable to the State.

c. Upon completion and acceptance of the Project by the State, and upon approval of a resolution by the State Transportation Board, abandon ownership and maintenance jurisdiction of the Project to the County.

2. The County will:

a. Grant the State the right of entry upon all land which the County has an interest, within or adjacent to the right of way of the highway or street for the purpose of providing the services contemplated under this agreement. Be responsible for any contractor claims for extra compensation due to delays attributable to the County.

b. Upon completion of construction and acceptance of the Project, maintain the sidewalks within the right of way of SR 85 in Ajo between Milepost 40.1 to Milepost 42.4.

c. Waive the requirements of Arizona Revised Statutes Section 28-7209.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the County, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007
FAX: 602-712-7424

Pima County
Public Works Director
110 W. Congress 1st Floor
Tucson, AZ 85701

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY

By Sharon Bronson
SHARON BRONSON
Chair of the Board
APR 01 2003

STATE OF ARIZONA
Department of Transportation

By Susan Tellez
SUSAN TELLEZ
Contract Manager

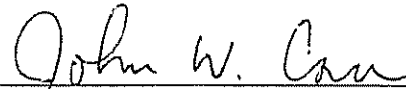
ATTEST

By Lori Godoshian
LORI GODOSHIAN
Clerk of the Board
APR 01 2003

RESOLUTION

BE IT RESOLVED on this 24th day of September 2002 that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the PIMA COUNTY for the purpose of defining responsibilities for the design, construction, and for advancing federal and state funds in an estimated amount of \$248,000 within the Right-of-Way of SR 85 from 4th Street to Malacate Street in Ajo.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is positioned above a horizontal line.

JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 2003 58

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR ACTIVITIES PERFORMED RELATING TO A HIGHWAY IMPROVEMENT PROJECT AND TRANSFER TO THE COUNTY OF SR 85 WITHIN THE COUNTY LIMITS FROM 4TH STREET (MP 41.15) TO MALACATE STREET (MP 42.10), TO THE COUNTY (ADOT JPA 02-145).

(DISTRICT 3)

WHEREAS, Pima County has determined it to be in the best interest of the public to enter into an Intergovernmental Agreement with ADOT for the purpose of an improvement project on SR 85 from 4th Street (MP 41.15) to Malacate Street (MP 42.10) contemplated by the State, at an estimated cost of \$248,000.00, and

WHEREAS, ADOT agrees to provide all funding, for the construction of roadway improvements on SR 85 within the County limits from 4th Street (MP 41.15) to Malacate Street (MP 42.10), and ADOT agrees that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County SR 85 within the County limits from 4th Street (MP 41.15) to Malacate Street (MP 42.10), to the County, and

WHEREAS, Pima County agrees to administer the design and construction of the roadway improvements on SR 85 within the County limits from 4th Street (MP 41.15) to Malacate Street (MP 42.10), and

WHEREAS, Pima County agrees to accept jurisdiction and proposed maintenance responsibilities upon satisfactory completion of the improvements and abandonment to Pima County by the State of Arizona.

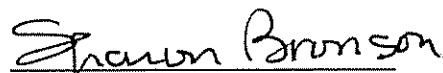
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT, Pima County enter into the Intergovernmental Agreement (JPA 02-145) with ADOT for the purpose of an improvement project and agree to accept ownership, jurisdiction and future maintenance responsibilities of the roadway segment on SR 85 from 4th Street (MP 41.15) to Malacate Street (MP 42.10), and

THAT, the Chair of this Board is hereby authorized and directed to sign the Intergovernmental Agreement (JPA 02-145) with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 1st day of April 2003.

PIMA COUNTY BOARD OF SUPERVISORS



SHARON BRONSON, CHAIR

APR 01 2003

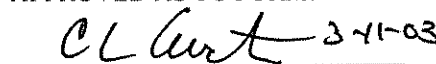
ATTEST:



CLERK OF THE BOARD

APR 01 2003

APPROVED AS TO FORM:



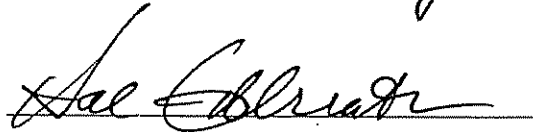
DEPUTY COUNTY ATTORNEY

569-03

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.


DATED this 25th day of February, 2002

A handwritten signature in black ink, appearing to read "Hal G. Blum", is written over a horizontal line.

Attorney

DEPARTMENT APPROVAL

The foregoing Intergovernmental Agreement Number (JPA 02-145) by and between the Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed and is hereby approved as to content.



Kurt Weinrich
Chief Engineer

Pima County Transportation and Flood Control District



Date



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

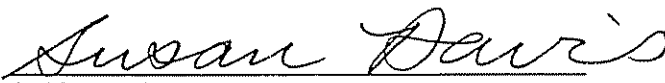
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2076TRN (JPA 02-145), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED May 12, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.